

STATE OF WISCONSIN

ARBITRATION AWARD

 In the Matter of :
 CITY OF FORT ATKINSON :

and :
 TEAMSTERS UNION LOCAL NO. 695, :
 INTERNATIONAL BROTHERHOOD OF TEAMSTERS, :
 CHAUFFEURS, WAREHOUSEMEN AND HELPERS :
 OF AMERICA :

Re: Case V,
 No. 20009
 MIA-207
 Decision No. 14369-A

Appearances

For the Union: Mr. Merle Baker and Mr. Michael Spencer, Business Representatives, Teamsters Union Local No. 695, 1314 North Stoughton Road, Madison, Wisconsin 53714. They were accompanied by Kenneth B. Johnson, Patrolman First Class, of the Fort Atkinson Police Department.

For the City: Randall S. Knox, Esq., Councilman; R.C. Martin, City Manager; William Ashe, Police Chief; and Donald L. Smith, City Attorney, all of Municipal Building, 101 North Main Street, Fort Atkinson, Wisconsin 53538.

A hearing was held in this matter on April 21 in the Municipal Building in Fort Atkinson. The parties presented evidence in written and oral form. At the conclusion of the hearing they agreed that any briefs filed would be sent to the arbitrator on or before May 12. The Union filed a brief and the City filed a letter accompanied by three affidavits. These documents were exchanged by the arbitrator on May 17.

This is a proceeding pursuant to Section 111.77(3) of the Municipal Employment Relations Act. The arbitrator was chosen by the parties from a panel of names submitted to them by the Wisconsin Employment Relations Commission.

The Final Offers

There is one issue: salaries. The Union would raise all salaries seventy dollars (\$70.00) per month across the board. The City would adopt the following salary schedule:

	<u>0-6</u>	<u>6-18</u>	<u>18</u>	<u>36</u>
Patrolman	\$863.00	\$908.00	\$953.00	
Patrolman 1st Class				\$1,002.00
Police Sergeant	\$978.00	\$1029.00	\$1080.00	

Both offers have an effective date of January 1, 1976. The effect of the City offer would be to increase the monthly rate for patrolmen by \$59.60, \$58.60, \$57.60, and \$57.10 respectively at each step shown above. The City offer would increase the monthly rate for sergeants by \$57.90, \$56.90, and \$55.90 respectively at each step shown above. Therefore, the difference between the two offers is that the Union would increase the respective steps for patrolmen by \$10.40, \$11.40, \$12.40, and \$12.90 per month over the City's offer and would increase the respective steps for sergeants by \$12.10, \$13.10, and \$14.10 per month over the City's offer.

In terms of percentages the Union offer would increase present rates for patrolmen by 8.7, 8.2, 7.8, and 7.4 respectively at each step and for sergeants by

7.6, 7.2, and 6.8 respectively at each step. The City's offer would increase present rates by the following percentages: for patrolmen, 7.4, 6.9, 6.4, and 6.0 at each respective step; for sergeants, 6.3, 5.9, and 5.5 for each respective step.

Position of the Union

The Union asserts that the parties had agreed in the negotiations for the 1975 agreement that the rates at issue in this dispute would be "in the same salary range" or "near" the 1976 rates for the Jefferson County deputy sheriffs. The Union contends that the two phase increase in the calendar year 1975, one increase effective January 1 and the other effective July 1, was part of the effort to "narrow the gap" between rates for City patrolmen and County deputy sheriffs. If the Union's offer were to be accepted, the resulting rates would be comparable to the Jefferson County Sheriff's Department rates.

(The number of steps and the time intervals differ, however. The Union showed the following comparison of monthly rates for a 39.80 hour week:

Fort Atkinson Police Union Proposal:

	<u>0 - 6 Mo.</u>	<u>6 - 18 Mo.</u>	<u>18 Mo.</u>	<u>36 Mo.</u>
<u>Sergeant</u>	\$990	\$1,042	\$1,094	
<u>Patrolman</u>	873	919	965	\$1,015

Jefferson County Deputy Sheriffs:

	<u>0 - 6 Mo.</u>	<u>6 - 18 Mo.</u>	<u>18-30 Mo.</u>	<u>30-42 Mo.</u>	<u>42 Mo.</u>
<u>Sergeant</u>	\$933	\$975	\$1018	\$1060	\$1107
<u>Patrolman</u>	857	894	933	975	1018

Thus the starting rates for the deputy sheriffs are slightly lower and the top rates are slightly higher than the Union proposal for Fort Atkinson patrolmen; the time necessary to achieve the top rates is slightly longer for the deputy sheriffs.)

The Union would also compare Fort Atkinson police rates with those in the cities of Sun Prairie and Oconomowoc, cities with 1970 populations that were about the same as Fort Atkinson's reported population in the 1970 census. Those comparisons are as follows:

1976 Sun Prairie Police Department Rates:

(37.5 hour workweek)

	<u>Start</u>	<u>6 Mo.</u>	<u>1 Yr.</u>	<u>2 Yrs.</u>	<u>3 Yrs.</u>	<u>4 Yrs.</u>
<u>Sergeant & Detective</u>			\$975	\$1,010	\$1,040	\$1,075
<u>Patrolman</u>	\$860	\$885	910	955	975	1,010

1976 Oconomowoc Police Department Rates

(40.11 hour workweek)

<u>Sergeant & Detective</u>	1,160	1,171	1,177		
<u>Patrolman</u>	990	1,045	1,088	1,104	1,123

Although the Sun Prairie rates are slightly below the Union's proposed rates for Fort Atkinson police, Sun Prairie has a shorter workweek. The Oconomowoc rates are substantially higher.

The Union also points out that during the negotiations agreement was reached on reduced health insurance coverage. Premiums had risen so much on the Health Maintenance Plan in effect during 1975 that the parties agreed to change the coverage. Although costs still have increased, the Union asserts that the increase is lower than it would have been had the Union insisted on keeping the former coverage.

The Union presented a table showing the comparable increases in costs under the two proposals. The table indicated that the total percentage increase on a per employee basis would be 9.38 under the Union's proposal and 8.09 under the City's proposal. The additional total cost to the City under the Union's proposal would be 9.63 per cent. Under the City's own proposal the increased cost would be 8.32 per cent.

Position of the City

As the City calculates the cost of increases per employee, the percentages are somewhat higher. Its own final offer would increase costs per employee by 10.11 per cent, while the Union's final offer would increase costs per employee by 11.43 per cent. (The difference between these estimates and the Union's estimates is mostly because the parties each used a different base. The City used the actual average rate for 1975 as its base, while the Union used the average rate for the month of December, 1975. Adoption of the Union's proposal, of course, would also raise costs for vacations, holidays, pensions and social security.)

The City would compare its rates to those of the City of Jefferson, which is nearer than either Oconomowoc or Sun Prairie. In this comparison the City's offer would result in an annual salary \$40 higher than the 1976 Jefferson annual salary rate for patrolmen. The City also makes a comparison of its offer with the 1976 rates for Jefferson County deputy sheriffs. In that comparison the City's proposed annual rate is just \$162 lower than the rate effective for the deputy sheriffs on an annual basis. In both these comparisons the City assumes five years of service. For employees with five years of service the City's present policy calls for \$100 per year longevity pay. The Jefferson County longevity rate for deputy sheriffs with that much service is \$80. The City of Jefferson has no longevity payments. The City also showed that its health insurance payments were higher than those of the City of Jefferson by \$137 per year and higher than the County payments for the deputy sheriffs by \$63 per year.

The City also points out that it had settled with this same Union, as representative of the unit of public works employees, for seven percent in wages and an overall package cost of ten percent. Furthermore, the increase in the National Consumer Price Index for the period from January, 1975, to January, 1976 has been 6.3 per cent, somewhat lower than any of the settlement figures being considered in this dispute. (City of Jefferson wage settlement percentage was 8.0 per cent, while Jefferson County deputy sheriffs, both represented by this same Union, settled for 6.1 per cent in wages.)

In sum, the City believes that its offer is adequate when compared with comparable units of police and other City employees. The City does not believe that either Sun Prairie or Oconomowoc constitutes a proper comparable for the reason that Sun Prairie is in the Madison labor market and because of Oconomowoc's proximity to the Milwaukee labor market. The City denies that any member of its team that negotiated the 1975 agreement with this Union "was desirous of reaching parity with the Jefferson County Sheriff's Department in the year 1976." The City believes that it is making progress toward parity and that its offer reflects that.

Opinion

There is no compelling reason why this arbitrator should be governed in his award by whether the parties agreed or did not agree in the negotiations over the 1975 contract to achieve ultimate parity with the conditions of the Jefferson County Sheriff's Department. But it is necessary to determine a basis for choosing one offer or the other. In this case the City has made use of comparisons with the Jefferson County deputy sheriffs' rates, apparently to show that the differential would be small if the City's offer were adopted and also to show that the 1976 settlement with the County for that unit was more modest than the City's final offer in this unit. The City has not made a persuasive case for its comparisons with the

City of Jefferson. Although that community is closer to Fort Atkinson (six miles) than either Sun Prairie or Oconomowoc (both about 30 miles, one northwest and the other northeast, from Fort Atkinson), it is substantially smaller. In 1970 Jefferson had 5,429 as compared to 9,164 for Fort Atkinson. In 1970 Sun Prairie was 9,935; Oconomowoc was 8,741. Blue Book estimates of population for 1974 were as follows: Jefferson 5,613, Fort Atkinson 9,747, Oconomowoc 9,996, and Sun Prairie 11,716. Furthermore, as the Union pointed out in one of its exhibits, Jefferson has eight policemen to Fort Atkinson's twelve and had fewer than half the traffic accidents investigated during 1975 and less than a quarter of the arrests made during that year, compared to Fort Atkinson's statistics.

Neither party presented any detailed statistics concerning comparative workloads of Fort Atkinson policemen with those in Sun Prairie or Oconomowoc or with the Jefferson County deputy sheriffs. But because the City of Jefferson appears not to be an adequate comparison and because by implication, if not by explicit agreement, the parties are moving toward a kind of parity with the Jefferson County deputy sheriffs, I find that this comparison is better than any of the others for purposes of arriving at a choice between the two offers.

In any case where other units have settled in advance of an arbitration proceeding the arbitrator must judge what the effects of a different and higher settlement may be. In this case the public works employees have settled for somewhat less in wages than either the City's or the Union's final offer in this dispute. Since the level of the City's final offer indicates its willingness to depart from the level of its earlier settlement for the DPW unit, and since this Union represents both units, accepting the Union's offer in this case would probably not have serious repercussions during 1976 on other collective bargaining relationships of the City.

No issue of inability to pay was raised by the City. The other criteria spelled out in Section 111.77(6) of the statute have been considered. Under all these circumstances I make the following

AWARD

The Union's final offer is adopted.

Dated: June 15, 1976

Signed: David B. Johnson /s/

David B. Johnson
Neutral Arbitrator
selected from the
WERC Panel.